

**JOINT USE**  
**COOPERATIVE AGREEMENT**

DECEMBER 1, 2003

Between the  
County of San Bernardino and  
The Fontana Unified School District and  
The City of Fontana

## TABLE OF CONTENTS

	PAGE
Section 1. Parties _____	1
Section 2. Recitals _____	1
Section 3. Agreement _____	2
3.1 Definitions _____	2
3.2 Contract Administration _____	3
3.3 Twenty Year Term of Agreement _____	3
Section 4. Obligatory Provisions _____	3
4.1 Education Code Section 19999 _____	3
4.2 Section 20440 (e) (3) (G) _____	5
Section 5. Roles and Responsibilities of each Party _____	5
5.1 Joint Use Library Services _____	5
FAMILY TRAINING AND LEARNING CENTER (FTLC) SERVICES _____	5
Homework Center _____	5
Computer Center _____	6
Community-Based English Tutoring (CBET) _____	7
Family Literacy Center _____	7
Career Center _____	7
CHILDREN’S LIBRARY SERVICES _____	8
LITE (Literacy, Information, Technology and Education) Program _____	8
Children’s Homework Club _____	8
Parents-As-Teachers Program (P.A.T.) _____	8
Parent Support _____	9
YOUNG ADULT LIBRARY SERVICES _____	9
21 <sup>st</sup> Century Community Learning Program _____	9
Homework Club _____	10
OTHER JOINT USE SERVICES _____	10
Shared Electronic and Telecommunication Services _____	11
Book Delivery Service _____	11
Study Rooms _____	11
Meeting Rooms _____	11
Auditorium _____	12
Library Orientation Visits _____	12

	Other Library Services _____	12
	District Staff _____	12
5.2	Library Materials _____	13
5.3	Other District Responsibilities _____	13
5.3.1	Joint Use Library Services _____	13
5.4	Other City Responsibilities _____	13
5.4.1	Facility _____	13
Section 6.	Hours of Service for the Public and Students _____	14
Section 7.	Number and Classification of Staff _____	14
7.1	Volunteers _____	15
Section 8.	Location of Joint Use Project _____	15
Section 9.	Ownership of Site, Facility, Furnishings, Equipment and Library Materials _____	16
9.1	County _____	16
9.2	District _____	16
9.3	City _____	16
Section 10.	Funding Sources and Uses _____	16
10.1	County _____	16
10.2	District _____	17
10.3	City _____	17
Section 11.	Facility Operation, Maintenance, & Management Responsibilities _____	17
Section 12.	Review and Modification Process for the Agreement _____	18
12.1	Disputes _____	18
12.2	Survival Clause _____	18
Section 13.	Field Act _____	19
Section 14.	Joint Responsibilities _____	19
13.1	Insurance and Indemnity _____	19
13.1.1	General and Professional Liability Insurance _____	19
13.1.2	Worker's Compensation Insurance _____	21
13.1.3	Indemnity _____	21
13.2	Contract Compliance _____	24

13.3	Recycled Paper Products	24
13.4	Notices	24

## **JOINT USE COOPERATIVE AGREEMENT**

Between the

County of San Bernardino and

The Fontana Unified School District and

The City of Fontana

### **1. PARTIES**

This agreement is made and entered into this 1st day of December, 2003, by and between the County of San Bernardino (“COUNTY”), and the Fontana Unified School District, (“DISTRICT”), and the City of Fontana, (“CITY”).

### **2. RECITALS**

WHEREAS, the COUNTY and the CITY have determined a need for a new and expanded library within the CITY of Fontana, which shall be known as the Fontana Library and Resource Technology Center; and

WHEREAS, the CITY agrees to apply for State construction funds under the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000, pursuant to Education Code Section 19985, to build a library facility in the Civic Center on land owned by the CITY at 8437 Sierra Avenue; and

WHEREAS, the COUNTY agrees to provide library service for the facility located at 8437 Sierra Avenue; and

WHEREAS, the DISTRICT operates 26 elementary schools, 7 middle schools and 5 high schools within the library service area serving a total student population of over 41,000 K-12 students; and

WHEREAS, the DISTRICT recognizes the value of participation in the proposed joint use services; and

WHEREAS, the DISTRICT agrees that it will utilize the public joint use services located at 8437 Sierra Avenue; and

WHEREAS, the COUNTY and the CITY and the DISTRICT now seek to establish the roles and the responsibilities and the rights of the parties concerning this joint use; and

WHEREAS, this agreement will only take effect and be applicable if funding is received from the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000, to build the new facility located at 8437 Sierra Avenue;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the parties agree as follows:

### **3. AGREEMENT**

#### **3.1 Definitions**

3.1.1 Facility. The CITY owned building, parking lots, grounds, ingress and egress points located in the Civic Center at 8437 Sierra Avenue, Fontana, California 92335.

3.1.2 Library Service. The resources, services and programs as provided by the COUNTY including joint use library services designated for public and DISTRICT use.

3.1.3 Joint Use Library Services. The specific resources, services and programs that the DISTRICT agrees to provide and utilize for the benefit of the DISTRICT'S students.

### **3.2 Contract Administration.**

The Contract Administrators shall be the San Bernardino COUNTY Librarian, the Superintendent of the Fontana Unified School DISTRICT, and the Fontana CITY Manager.

### **3.3 Twenty Year Term of Agreement**

The term of this Agreement shall be for twenty (20) years, commencing on the opening day of the new library facility. This agreement shall be reviewed annually by the Contract Administrators, who will recommend adjustments, modifications and updates as needed to provide a service level that meets a greater need of residents and students than the service level described herein, so long as the service level still meets the intent of this agreement and the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000. Such amendment shall be by written agreement of the CITY, COUNTY, and DISTRICT. The CITY, COUNTY, and DISTRICT are committed to the long-term success of the terms and conditions as outlined herein. More importantly, the parties recognize the importance of the program to students in the community and are committed to providing the best possible program. To that end, the parties pledge their support to ensuring that the program continues to grow and change to meet the needs of these students.

## **4. OBLIGATORY PROVISIONS**

### **4.1 Education Code Section 19999**

The PARTIES acknowledge Section 19999 of the Education Code, which reads as follows:

“(a) A facility, or the part thereof, acquired, constructed, or remodeled, or rehabilitated with grants received pursuant to this chapter shall be dedicated to public library direct service use for a period of not less than 40 years following completion of the project.

(b) The interest of the state in land or a facility, or both, pursuant to the funding of a project under this chapter, as described in subdivision (a), may be transferred by the State Librarian from the land or facility, or both, for which that funding was granted to a replacement site and facility acquired or constructed for the purpose of providing public library direct service.

(c) If the facility, or any part thereof, acquired, constructed, remodeled, or rehabilitated with grants received pursuant to this chapter ceases to be used for public library direct service prior to the expiration of the period specified in subdivision (a), the board is entitled to recover, from the grant recipient or the recipient’s successor in the maintenance of the facility, an amount that bears the same ratio to the value of the facility, or the appropriate part thereof, at the time it ceased to be used for public library direct service as the amount of the grant bore to the cost of the facility or the appropriate part thereof. For purposes of this subdivision, the value of the facility, or the appropriate part thereof, is determined by the mutual agreement of the board and the grant recipient or successor, or through an action brought for that purpose in the superior court.

(d) Notwithstanding subdivision (f) of Section 16724 of the Government Code, any money recovered pursuant to subdivision (c) shall be deposited in the fund, and shall be available for the purpose of awarding grants for other projects.”



#### **4.2 Section 20440 (e) (3) (G)**

The COUNTY and the CITY acknowledge Section 20440 (e)(3)(G) of Title 5 of the California Code of Regulations, which reads as follows:

“(G) A commitment that the facility shall be dedicated to public library direct service use for a period of 40 years following completion of the project, regardless of any operating agreements the applicant may have with other jurisdictions or parties.”

### **5. ROLES AND RESPONSIBILITIES OF EACH PARTY**

#### **5.1 Joint Use Library Services**

The COUNTY will cooperate with the DISTRICT to provide joint use library services, as well as general curriculum support programs and resources, to participating K – 12 public school students, teachers, parents and caregivers. The COUNTY will also make joint use library services available to the general public. The COUNTY Library and the DISTRICT will operate the following joint use services at the Library Facility:

#### **FAMILY TRAINING AND LEARNING CENTER (FTLC) SERVICES**

- Homework Center. Electronic databases and a reference collection of relevant print materials will be provided by the COUNTY to assist students with their school assignments. The COUNTY Children’s Librarian and the Young Adult Specialist will assist the students. The DISTRICT will also provide via the Internet a connection to the *Grolier On-line Resources* and *Big Chalk*, a database of 1500 periodicals that is updated by the DISTRICT on a daily basis. The DISTRICT will host the Homework Center for five

hours per week. The COUNTY Library Joint Use Specialist, additional staff, and volunteers will provide day-to-day assistance to help students develop techniques for obtaining information and completing school assignments, as well as providing general assistance in reading, writing, science, math, language, research and study skills.

- Computer Center. An interactive computer center will house 30 personal computers with filtered Internet access, selected library databases and software programs or equivalent technology components to assist with student learning activities for grades 6 –12, as well as for use by the general public. The DISTRICT will provide fifteen (15) internet-ready laptop computers and software to support DISTRICT programs. The COUNTY will maintain the computers and provide filtered Internet access and selected databases and software programs or equivalent. The COUNTY Library Joint Use Specialist, Technology Specialist, and additional staff will provide computer literacy classes covering introductory to advanced skill level instruction for students, families, caregivers and the general public. Classes will be scheduled two times per week with preference for morning and evening hours as well as on Saturdays to accommodate patron needs. LIBRARY staff, or trained volunteers, will offer group classes, individual tutoring or spontaneous one-on-one assistance for library patrons of all ages. Instruction will include how to execute a search on the library's online catalog, or on the Internet using various search engines, or on-line databases. A calendar of classes will be available for patrons to choose the

computer literacy activities that suit their individual needs from beginning basic skills to advanced skills. The CITY will assign a computer specialist from the CITY Information Technology Department to provide classes twice a week for students and seniors.

- Community-Based English Tutoring (CBET). The DISTRICT will provide CBET instruction at the new library as an additional site for this city-wide program to serve residents that live in or close to the downtown area. The program provides free or subsidized programs of English language instruction through individual tutoring to parents or other adult members of the community. A goal of the program is to improve parents' ability to assist their children's academic performance.
- Family Literacy Center. The COUNTY will provide a comprehensive literacy program, extensive materials and space for one-to-one and small group tutoring by trained volunteers to be supervised by the Literacy Specialist. Reading and writing instruction, personal assessment, computer access and software support for K-12 students, parents, families, caregivers, and the general public will also be provided. After-school, evening and weekend support by trained volunteers will be available to improve lifelong learning skills as well.
- Career Center. The Career Center will include a variety of resources and services to provide direction for students, teachers, parents, caregivers and adult learners. The COUNTY Library collections, databases and services for the Career Center will focus on the needs identified in the community

assessment and included in the Library Plan of Service. COUNTY Young Adult Specialist, Joint Use Specialist, Reference Specialist, additional staff, and trained volunteers will provide assistance during public service hours.

The Career Center will include the following:

- A designated area that will house print, electronic, and audiovisual resources on jobs, careers, vocational and college education opportunities and requirements.
- Career, job and scholarship information, résumé assistance, and Internet job search techniques.

## **CHILDREN'S LIBRARY SERVICES**

- LITE (Literacy, Information, Technology and Education) Program. The COUNTY will operate LITE to assist children up to five years of age, their parents and caregivers in developing skills to meet tomorrow's challenges. The LITE program includes reading, Internet use, workshops and a collection of materials geared towards parenting, health, and school readiness. COUNTY staff will include the LITE Early Childhood Specialist and Children's Librarian.
- Children's Homework Club. The COUNTY will host a Children's Homework Club in the Children's Library Homework Club area. This program differs from the Homework Center in that emphasizes group study, and completion of homework assignments together, with guidance from DISTRICT teachers. The COUNTY Joint Use Specialist and Children's

Librarian will coordinate Homework Club activities with the DISTRICT liaison.

- Parents-As-Teachers Program (P.A.T.). The DISTRICT will host P.A.T. community meetings and training sessions at the new library. P.A.T. is an international early childhood parent education and family support program serving families throughout pregnancy until their child enters kindergarten, usually age 5. The program is designed to enhance child development and school achievement through parent education accessible to all families. P.A.T. Educators have taken specialized training in child development from the Parents As Teachers National Training Institute Center and have been certified as Parent Educators. The P.A.T. program is available in English and Spanish.
- Parent Support. The COUNTY Children's Librarian and the Joint Use Specialist, with the assistance of the DISTRICT liaison from the DISTRICT's Parent Education Center, will offer parenting workshops on a quarterly basis. The workshops will be offered in the evening and include the following topics; Parenting the Adolescent, Parent/Child Communication, Helping Your Child with Homework, and How to Help Your Child Develop Self-Esteem.

## **YOUNG ADULT LIBRARY SERVICES**

- 21<sup>st</sup> Century Community Learning Program. The DISTRICT will host the Fontana Middle School 21<sup>st</sup> Century Community Learning Program at the new library. The program provides a three-hour after school program for

middle school students. Students will receive Homework Help and enrichment activities facilitated by certificated teachers. Maintaining a ratio of 20 students to one adult, teachers will assist students with homework assignments given by their regular classroom teachers. Students will sit in groups according to subject areas so that teachers can more efficiently work with them. Students who do not have homework will attend a tutoring class for an area of weakness or an enrichment class. The focus of this hour will be on a quiet time for study. The second and third hours will allow students to participate in indoors activities such as computers, drama, science experiments, career spotlights, crafts, and games, and in outdoor sports led by recreational staff members from the Boys and Girls Club. Members of the Red Cross will lead CPR, HIV/AIDS, and/or Babysitting classes while the Fontana Police Department will promote positive alternatives for drug/alcohol abuse and strategies for anger management and social skills.

- Homework Club. The DISTRICT will host a Homework Club for Middle School students in the Young Adult Homework Club area. This program differs from the Homework Center in that emphasizes group study, and completion of homework assignments together, with guidance from teachers.

#### **OTHER JOINT USE SERVICES**

- Shared Electronic and Telecommunication Services. The COUNTY will provide remote electronic access via the Internet to the COUNTY Library's home page with links to the library catalog, databases, web library, and

information sources for students, teachers, parents and the general public.

Links for suitable resources for students are geared to the State of California school curriculum. The web library includes two online libraries developed by the COUNTY, one for children and one for young adults, customized in response to Needs Assessment findings. The DISTRICT will provide electronic access via the Internet to the *Grolier On-Line Resources* and *Big Chalk* databases for 1500 periodicals updated by the DISTRICT on a daily basis. The COUNTY will also provide a hotlink to the DISTRICT's instructional website on all library computers. The DISTRICT shall provide a multimedia instructional website (FUSD.NET), that includes access to homework assignments and calendar; teacher, parent and student resources. The DISTRICT will also provide access to the COUNTY electronic catalogue system, including the book and A/V reserves, through DISTRICT computers at each school site.

- Book Delivery Service. The DISTRICT will provide weekly delivery service of reserved COUNTY Library books and A/V materials to and from any DISTRICT school for use by students and school personnel.
- Study Rooms. Study rooms will be available for public use by individuals or small groups during COUNTY Library public service hours and for parent-teacher conferences or other DISTRICT sponsored activities during hours COUNTY Library staff are scheduled in the facility.
- Meeting Rooms. The library community meeting rooms will be equipped by the COUNTY to support multimedia presentations. In addition to COUNTY

Library and CITY activities, the meeting room will be available for use by the DISTRICT for such activities as teacher in-service training, student-teacher library orientation, presentations and parent-teacher meetings/programs.

- Auditorium. Use and scheduling of the Library Auditorium will be coordinated between the DISTRICT liaison and COUNTY Joint Use Specialist to include enrichment activities and events for all K-12 students, including theater, music, presentation skills, competitions, and student achievement displays.
- Library Orientation Visits. DISTRICT teachers and COUNTY Library staff will orient students to the uses and resources available at the Library through regularly-scheduled class visits. Teachers will bring student classes to the Library for multimedia orientation events, and Librarians will visit classrooms to present to students.
- Other Library Services. The COUNTY will provide programming, displays, and activities, as jointly defined by teachers, students, parents and library staff, in support of public K-12 curriculum requirements.
- District Staff. The Library will serve as the main offices for a Fontana Unified School a DISTRICT librarian and a DISTRICT library clerk and in order to enhance cooperative activities between the CITY, COUNTY and the DISTRICT. Selected training and education activities for DISTRICT teachers will take place at the Library.



## **5.2 Library Materials**

The COUNTY will provide and maintain a materials collection equivalent to that provided to other COUNTY Library branches of similar size. COUNTY-owned materials will remain the property of the COUNTY.

## **5.3. Other DISTRICT Responsibilities**

### **5.3.1 Joint Use Library Services**

The DISTRICT agrees to utilize the joint use library services as provided at the COUNTY Fontana Library and Resource Technology Center. In addition, the DISTRICT will publicize joint use library programs, services and activities via the DISTRICT'S Internet website and cable TV channel. The DISTRICT will utilize the library Homework Club areas to provide homework assistance. The DISTRICT will promote the library Career Center through linked centers at the comprehensive high schools.

## **5.4 Other CITY Responsibilities**

### **5.4.1 Facility**

The CITY will provide a library facility located at 8437 Sierra Avenue, Fontana, CA, that will include a Computer Center, Homework Center, Career Center, Family Literacy Center, Shared Electronic and Telecommunications Services, community meeting rooms and study rooms. The City will construct the facility in accordance with all applicable Federal, State, and Local laws. The CITY agrees to operate, maintain and manage, at its sole expense, the physical features of the Facility, including, but not limited to structural maintenance, electricity, water, gas, sewer and HVAC. However, the CITY shall not be responsible for books and

reading material, curriculum planning and materials, and the day-to-day operation of programming at the Library Facility. The CITY will obtain opening day furnishings through the Library Bond Act but will not be responsible for furniture maintenance and additions.

## **6.0 HOURS OF SERVICE**

All joint use services will be available all hours that the library is open to the public, with the anticipated greatest use by students from 3-6pm Monday through Friday based on current practice and needs assessment findings. Additional staffing will be available during these hours to accommodate greater student use.

The Library shall be open for the public and for students during the following hours of operation: Monday and Tuesday 12:00 noon – 8:00 pm, Wednesday 10:00 am – 8:00 pm, Thursday and Friday 10:00 am – 6:00 pm, Saturday 9:00 am – 5:00pm and Sunday 12:00 noon – 5:00 pm. Joint use services will be scheduled during the COUNTY Library's regular hours of public service when supervised by COUNTY library staff. CITY staff will supervise additional hours of service for the DISTRICT's joint use services during the following hours; Monday – Friday 8 a.m. – 10 a.m. The DISTRICT agrees to distribute information to students, teachers, parents and administrators regarding the service hours available and programming schedules joint-use services.

## **7.0 NUMBER AND CLASSIFICATION OF STAFF**

The level of staffing will be consistent with levels provided at similar sized libraries in the COUNTY system. The staffing will consist of:

Full Time:

1 FTE Librarian III - Branch Manager  
1 FTE Librarian II - Assistant Branch Manager

1 FTE Library Associate - Children's Librarian  
1 FTE Library Assistant- Young Adult Specialist  
1 FTE Library Assistant - Joint Use Specialist  
1 FTE Library Assistant - Technology Specialist  
1 FTE Library Assistant - Literacy Specialist  
1 FTE Library Assistant - Reference Specialist  
1 FTE Library Asst. - LITE Early Childhood Specialist  
1 FTE Public Service Employee - Borrower Services  
1 FTE Public Service Employee - Youth Services

In addition, there will be 16 FTE positions as follows:

6 FTE for Borrower Services  
6 FTE for Family Training Learning Center  
4 FTE for Technology and Reference Services

The DISTRICT will provide staff for the following Programs: 21<sup>st</sup> Century  
Community Learning Center, Homework Club Program, CBET Program, and P.A.T.  
Program as specified in Section 5. Other DISTRICT staff for joint uses will include:

Full time:

1 FTE Librarian  
1 FTE Library Clerk

The COUNTY will provide workspace and joint use training for assigned  
DISTRICT personnel.

The CITY will provide a part-time 0.125 FTE Information Technology Computer  
Specialist.

### **7.1 Volunteers**

Volunteers will be recruited, screened, trained and supervised through the  
COUNTY'S Library Volunteer Program. Volunteers will assist with services and programs  
under the guidance of the COUNTY Fontana Library and Resource/Technology Center  
staff and DISTRICT staff. The DISTRICT will encourage students and parents to serve as

volunteers for peer assistance and adult oversight for the joint use K – 12 programs and resource applications. The DISTRICT agrees to use volunteers as approved by the DISTRICT School Board of Trustees for the joint-use services.

## **8.0 LOCATION OF JOINT USE PROJECT**

The facility will be located at 8437 Sierra Avenue, Fontana, California.

## **9.0 OWNERSHIP OF SITE, FACILITY, FURNISHINGS, EQUIPMENT AND LIBRARY MATERIALS**

**9.1 County** The COUNTY will provide and have ownership of the library materials collection and, after the first year of operation, additional furniture and equipment. The COUNTY will provide maintenance of all furnishings.

**9.2 District** The DISTRICT agrees to provide the following: Computer Center - 15 laptop computers, internet ready, software; Shared Electronic and Telecommunication Services – *Grolier On-Line Resources* and *Big Chalk*; Ownership of these specified equipment or materials will remain with the DISTRICT.

**9.3 City.** The CITY will provide the Facility and the site, including weather protected, subterranean parking, ingress and egress. The CITY will retain all ownership rights and privileges of Facility, site, improvements, and appurtenances. The CITY will retain ownership of opening day furnishings provided through the Library Bond Act but will not be responsible for furniture maintenance and additions.

## **10.0 FUNDING SOURCES AND USES**

**10.1 County** The COUNTY will provide funds for the operation and maintenance of library services including staffing, furnishings, equipment, materials, databases,

automated circulation and bibliographic system, supplies, programs and delivery service. The funding source for COUNTY Library is a dedicated property tax.

**10.2 District** The DISTRICT agrees to provide funding for supplemental staffing for joint use services. In addition, the DISTRICT agrees to provide funding for 15 laptop computers, internet ready, with software and *Grolier On-Line Resources* and *Big Chalk*. DISTRICT shall also staff: Homework Clubs, the CBET Program, and the P.A.T. Program. Source of said funds shall be the DISTRICT's Supplemental Grant Technology funds, Enhancing Education through Technology funds, First Five funding, and State CBET program funds. DISTRICT will also provide all staffing and resources to implement and staff the 21<sup>st</sup> Century Community Learning Program through its U.S. Department of Education grant.

**10.3 City.** The CITY shall provide funding, for the construction, operation, management, and maintenance of the physical features of the Facility and the site including parking and access roads. Sources of these funds will include the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000, the City's General Fund, the City's Capital Improvement Plan Funds, and loans and bond measures, as necessary.

## **11.0 FACILITY OPERATION, MAINTENANCE & MANAGEMENT RESPONSIBILITIES**

The CITY shall be responsible for the construction, operation, management, and maintenance of the physical features of the Facility and the site including parking and access roads.

## **12.0 REVIEW AND MODIFICATION PROCESS FOR THE AGREEMENT**

This Agreement shall be governed by the laws of the State of California and constitutes the entire agreement between parties and supersedes all prior negotiations, discussions and preliminary understandings. This agreement shall be reviewed annually by the Contract Administrators that will make any recommended changes, if needed, to the CITY, COUNTY and DISTRICT. This agreement may be amended as needed to provide a service level that meets a greater need of residents and students than the service described herein, given that the service still meets the intent of this Agreement and the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000. Any such amendment will be made by written agreement by the COUNTY, the DISTRICT, and the CITY and must be signed/approved by authorized representatives of the COUNTY, the DISTRICT, and the CITY.

**12.1 Disputes.** If either party defaults in its performance, the aggrieved party shall promptly notify the defaulting party in writing. Any dispute shall be first addressed at an administrative level between the parties. If a successful resolution cannot be obtained at the administrative level, the dispute shall be forwarded to the governing body of each party for final resolution.

**12.2 Survival Clause.** If any provision of this Agreement, the deletion or modification of which would not adversely affect the receipt of any material benefit by either party, is declared by a court of competent jurisdiction to be invalid or unenforceable then the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law unless the Agreement is modified, revoked, or terminated by the parties.

### **13. FIELD ACT**

The Field Act does not apply to the Fontana Library and Resource Technology Center because there are no required DISTRICT educational activities that will take place within the Library involving 24 or more students at a given time.

### **14. JOINT RESPONSIBILITIES**

#### **14.1 Insurance and Indemnity**

14.1.1 General Liability and Professional Liability Insurance. Both the COUNTY, the CITY and the DISTRICT shall obtain, and shall maintain for the term of this Agreement, a policy of commercial general liability insurance (“Policy”) written on an occurrence basis, with a combined single limit of not less than one million dollars (\$1,000,000) covering claims for bodily injury, including death, property damage, and damages that may arise out of, or result from, the joint use of the Facility, or from any action taken in connection therewith, regardless of whether such actions are taken by the COUNTY, the CITY or the DISTRICT, or any of its directors, officers, employees, agents, volunteers, invitees, or any person directly or indirectly employed by any of them. Each party shall obtain insurance coverage for professional liability with policy limits of at least one million dollars (\$1,000,000) per claim.

14.1.1 (a) The insurance company, or companies, issuing such policies shall be authorized to conduct business in the State of California (“State”). The policy shall include a standard waiver of rights of subrogation against the other party by the insurance company issuing the Policy. Any deductible under a Policy issued shall be the responsibility of, and paid by, the insuring party.

14.1.1 (b) The COUNTY, the CITY and the DISTRICT shall have the right to obtain the required policy from a joint powers insurance authority of which the COUNTY, the CITY or DISTRICT are members (“JPIA”).

14.1.1 (c) The DISTRICT, the CITY and the COUNTY shall have the right of reasonable approval over any policy obtained by the other party.

14.1.1 (d) The COUNTY, the CITY and the DISTRICT may at any time review the insurance coverage obtained by the other, the coverage limits, the provider, or the form of the Policy and may require that alternate or modified coverage be obtained if, in their prudent business judgment, the Policy is insufficient to provide adequate protection against the kind and extent of risk that is foreseeable for the use of the Facility envisioned by this Agreement.

14.1.1 (e) The COUNTY, the CITY and the DISTRICT shall name each other as additional insured under the policies respectively obtained. For purposes of this Agreement, “Additional Insured” shall include the party’s Board members, supervisors, directors, officers, administrators, employees, agents or representatives.

14.1.1 (f) The COUNTY, the CITY and the DISTRICT shall provide certificate of insurance to the other evidencing the coverage required by this Agreement. The certificates shall provide that the required insurance shall not be terminated nor expire without thirty (30) days written notice to the other party and that each party shall maintain such insurance from the date of commencement of this Agreement until the date of expiration thereof.



14.1.1 (g) As it may become necessary, the parties may agree to increase, reduce, or change the above insurance requirements to require additional types of insurance coverage, higher coverage, limits, or any change that may be reasonable in light of the history of claims, inflation, or any factor found to be relevant by the COUNTY, the CITY and/or DISTRICT. Such change shall be made by written amendment to this Agreement and shall be executed by duly authorized representatives of both parties.

14.1.2 Worker's Compensation Insurance. Each party shall, in accordance with all applicable laws, rules and regulations, including, but not limited to Section 3700 of the Labor Code, obtain and maintain in full force and effect a policy of worker's compensation insurance for the term of this Agreement. Such worker's compensation insurance shall provide coverage for all employees, agents and volunteers who will be undertaking any activity at the Facility.

14.1.3 Indemnity.

14.1.3 (a) Claims Arising from the Sole Acts or Omission of the COUNTY  
The COUNTY hereby agrees to indemnify, defend and hold the CITY and the DISTRICT, their Board members, officers, administrators, employees, and agents harmless against and from any liability for any claim, action or proceeding against the CITY or the DISTRICT that arises solely out of an act or omission of the COUNTY or its employees in the performance of any act related to the subject matter of this Agreement. In its sole discretion and at its own cost and expense, the CITY or the DISTRICT may participate in the defense of any such claim, action or proceeding, utilizing legal counsel of its choice, however, such participation shall

not relieve the COUNTY of any obligation imposed pursuant to this Agreement. The CITY or the DISTRICT shall promptly notify the COUNTY of any such claim, action or proceeding and shall cooperate fully in the defense of the same.

14.1.3 (b) Claims Arising from the Sole Acts or Omission of the DISTRICT or the CITY. The CITY and the DISTRICT hereby agree to indemnify, defend and hold the COUNTY, its supervisors, officers, administrators, employees and agents harmless against and from any liability for any claim, action or proceeding against the COUNTY that arises solely out of an act or omission of the CITY or the DISTRICT in the performance of any act related to the subject matter of this Agreement. In its sole discretion and at its own cost and expense, the COUNTY may participate in the defense of any such claim, action or proceeding, utilizing legal counsel of its choice, however, such participation shall not relieve the CITY or the DISTRICT of any obligation imposed pursuant to this Agreement. The COUNTY shall promptly notify the CITY or the DISTRICT of any such claim, action or proceeding and shall cooperate fully in the defense of the same.

14.1.3 (c) Claims Arising from Joint Acts or Omissions. The COUNTY, the CITY and the DISTRICT, respectively, shall provide its own defense with respect to any claim, action or proceeding that arises out of the joint acts or omissions of the parties arising from this Agreement. In such situation, both the COUNTY, the CITY and the DISTRICT shall retain its own legal counsel and shall bear its own defense costs. Each party shall waive any right to reimbursement of defense costs from the other.

14.1.3 (d) Joint Defense. Notwithstanding, the provisions set forth above, the COUNTY, the CITY and the DISTRICT may agree in writing to a joint defense of any claim, action or proceeding that arises out of the joint acts or omissions of the parties. Any such agreement may provide that the parties appoint mutually agreeable legal counsel to defend such claim, action or proceedings. In such a case, the parties shall bear equally the cost of any joint defense and any amount paid by the parties in settlement of, or as a result of a court judgment, arbitration or mediation award related to the claim, action or proceeding, if any. The parties shall also share equally in any amount awarded to or received by both parties in settlement of, or as a result of, a court judgment, arbitration or mediation award of such a claim, action or proceeding. Neither party may bind the other party to any settlement of such a claim, action or proceeding, without the express written consent of the other party.

14.1.3 (e) Comparative Fault. Notwithstanding any provision contained herein to the contrary, in the event of any settlement, court judgment, or arbitration or mediation award that allocates or determines the comparative fault of the parties, either party may seek reimbursement from the other party, of defense costs, settlement payments, judgments or awards, that are consistent with such comparative fault to the extent that such settlement, judgment, award, payment or cost are not covered by insurance the parties are required to maintain under this Agreement.

### **13.2 Contract Compliance**

The CITY and the DISTRICT agree to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, San Bernardino County Emerging Small Business Enterprise Policy 15-01, and any other applicable federal, state and county laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Information on these rules and regulations may be obtained from the Small Business Development Manager of the COUNTY of San Bernardino at (909) 387-2165. The COUNTY agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, San Bernardino County Emerging Small Business Enterprise Policy 15-01, and any other applicable federal, state and county laws, Regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

### **13.3 Recycled Paper Products**

The CITY, COUNTY and the DISTRICT agree to use recycled paper for proposals and for any printed or photocopied material created as a result of this contract, and to use both sides of paper sheets for reports submitted to the COUNTY whenever practicable.

### **13.4 Notices**

Whenever notice is required, it shall be given in writing and delivered personally, or delivered by certified mail, return receipt requested, to the other party at the address below, or at such other address as may be designated in writing by either party:

COUNTY: County Librarian  
San Bernardino County Library  
104 West 4<sup>th</sup> Street  
San Bernardino, CA 92415

DISTRICT: Superintendent  
Fontana Unified School District  
9680 Citrus Avenue  
Fontana, CA 92335

CITY: City Manager  
City of Fontana  
8353 Sierra Avenue  
Fontana, CA 92335

**IN WITNESS WHEREOF**, the parties have hereunto executed this agreement on the date set forth below their respective signatures.

COUNTY OF SAN BERNARDINO

FONTANA UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Chairman, Board of Supervisors  
Dennis Hansberger  
Dated \_\_\_\_\_

\_\_\_\_\_  
Superintendent  
Debra A. Bradley, Ed.D.  
Dated \_\_\_\_\_

THE CITY OF FONTANA

\_\_\_\_\_  
City Manager  
Kenneth R. Hunt  
Dated \_\_\_\_\_

SIGNED AND CERTIFIED THAT A  
COPY OF THIS DOCUMENT HAS  
BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Clerk of the Board of Supervisors of the  
COUNTY of San Bernardino

By \_\_\_\_\_  
*Deputy*

Approved as to Legal Form

Reviewed as to Affirmative Action

Reviewed for Processing

\_\_\_\_\_  
COUNTY Counsel

\_\_\_\_\_  
Agency Administrator/CAO

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_